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11-02

AGREEMENT

Between

Board of Education, Township of Ewing [Township of Ewing]  
and the Association

The Association of Ewing Township Educational Secretaries

July 1, 1981 through June 30, 1983

1. RECOGNITION

- 1.1 Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the Ewing Township Board of Education hereby recognizes the Association of Ewing Township Educational Secretaries as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment of all of the following individuals under contract with the Board including all secretaries, head bookkeeper, senior principal financial clerks, financial clerks and office assistants but excluding substitutes, part-time summer help and confidential employees as determined by the Public Employment Relations Commission.
- 1.2 Unless otherwise specified in this Agreement, the personnel represented by the Association in the unit described above, shall herein be referred to as employees.

2. NEGOTIATION PROCEDURE

- 2.1 The parties agree to commence negotiations for a successor agreement in accordance with the provisions of Chapter 123, Public Laws of 1974.
- 2.2 Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- 2.3 The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counterproposals during the course of the negotiations. The Association and the Board understand that any agreement reached is tentative until ratified by a majority of the Board and by the Association.
- 2.4 This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this agreement as set forth in "19. TERM AND DURATION", neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- 2.5 In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and ratified by the Board and by the Association. The terms hereof shall not be otherwise modified.
- 2.6 The Board agrees that during the term hereof, it will not negotiate concerning the employees represented by the Association in the bargaining unit defined in "1. RECOGNITION", with any other organization other than the Association.
- 2.7 The Association will be required to show proof of majority representation.

3. GRIEVANCE PROCEDURE

3.1 Definition:

- a. A grievance is defined as a complaint by an employee, or employees, that there has been to him or them, a personal loss, injury, or inconvenience because of a violation, misinterpretation of inequitable application of any of the provisions of this agreement.

3. GRIEVANCE PROCEDURE (contd.)

Step 3. If the grievance is not settled at the second step, the Association may make written request to the President of the Board of Education for a third step meeting within seven (7) school days after the answer at the second step. The President of the Board of Education shall set a meeting within seven (7) school days after the receipt of the request, or for such other time as is mutually agreeable. Said third step meeting shall be between three (3) representatives of the Association and the President of the Board of Education or his designees totaling three (3). The Board's written answer shall be delivered to the Association within seven (7) school days.

Step 4. If the grievance is not settled at the third step, the Association may request that the matter be referred to advisory arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration:

- a. any matter for which a method of review is prescribed by law.
- b. any rule or regulation of the Commissioner of Education.
- c. any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
- d. a complaint of an employee which arises by his reason of not being reemployed.

Step 5. If the matter is still unresolved and if the Association wishes to proceed to arbitration, it shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to Chapter 12, Sub Chapter 3, of the Rules and Regulations of the Public Employment Commission, effective December 18, 1974.

The arbitrator shall limit himself to the Articles of this agreement and his decision shall be advisory. The parties shall meet within ten (10) calendar days to review the arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. All employees including the grievant shall be required to continue under the direction of the Superintendent and Administrator regardless of the pendency of any grievance until such grievance is properly determined.

4. EMPLOYEE RIGHTS

- 4.1 Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview

6. WORK SCHEDULE (contd.)

6.4 If employees in the unit are requested to work in unsafe or unhealthy conditions, these employees shall have the right to grieve.

7. LEAVES OF ABSENCE

7.1 One (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.

7.2 Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment one (1) day for every three (3) months of employment (a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment it provides for three (3) days leave at full pay during any one school year (in either case no unused day shall be accumulated) for any of the following reasons:

- a. Illness in the immediate family. Immediate family shall be considered: father, mother, sister, brother, spouse, child or any member of the immediate household.
- b. Death of a relative or close friend.
- c. Recognition of religious holiday. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to any emergency.
- d. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, sister, brother, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
- e. Court subpoena.
- f. Personal, legal business, or family matters which cannot be handled outside of scheduled work hours.
- g. Any other emergency or urgent reason not included in "a." to "f." above, if approved by the Superintendent of Schools.

7.3 All requests for personal leave shall be submitted in writing, on the proper form, (in advance when possible) recommended by the principal, and approved by the Superintendent. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases. Only in an emergency may a request be made verbally. However, in such cases a written request must be filed within one (1) week.

7.4 Three (3) additional days leave shall be granted for death in the immediate family (immediate family is considered the same as "a." above) and in-laws.

8. HOLIDAYS

8.1 The Employer shall list a minimum of twelve (12) holidays annually.

8.2 The listed holidays appear as attached.

8.3 There will be an additional six (6) days granted: (a) two (2) days to attend the N.J.E.A. Convention; (b) two (2) days Christmas recess, and; (c) two (2) days Easter recess.

11. SALARIES (contd.)

- 11.3 Employees who work over thirty-five (35) hours for the district shall be permitted to receive compensatory time in lieu of monetary remuneration if so desired by the employee.
- 11.4 For the purpose of overtime:
- a. a sick day will count toward the thirty-five (35) hours
  - b. a personal day will not count toward the thirty-five (35) hours
- 11.5 A new employee must be employed prior to January 1 in order to qualify for the next higher pay level on the salary guide for the following year.
- 11.6 Upon initial employment in the district, employees shall be placed on the salary schedule according to the number of years of outside experience possessed by the employee. No employee shall start higher than Step 3. This shall become effective July 1, 1980.
- 11.7 Office personnel shall be paid every two (2) weeks.
- 11.8 After fifteen (15) years of continuous service in the Ewing Township School District, upon retirement, all accumulated unused sick leave shall be paid at one-half ( $\frac{1}{2}$ ) the average hourly rate of pay for the last twelve (12) months of employment. The total amount of money shall not exceed one thousand five hundred dollars (\$1,500.00).

12. INSURANCE

- 12.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program.
- 12.2 For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:
- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1981 and ending June 30, 1983.
- 12.3 In addition the Board shall offer a \$1.00 co-pay Prescription Drug Plan with a company selected by the Board.
- 12.4 In no case will a person be covered under more than one plan. For each employee who terminates his employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.
- 12.5 It is understood that any changes in insurance coverage affecting all staff members would automatically be included in this agreement.

13. PROMOTIONS

- 13.1 Notice of a vacancy in the system in positions included in this agreement will

15. INVOLUNTARY TRANSFERS

15.1 Involuntary transfers and reassignments shall be subject to the provisions of the grievance procedure; however, the decision of the Board shall be final and binding.

16. REDUCTION OF STAFF

16.1 In the event of any reduction in force (R.I.F.) district wide seniority (the Board appointment date of employment within this unit) shall apply.

16.2 Any reduction in staff shall be accomplished in accordance with the following procedure:

- a. The employee(s) affected by such a reduction shall have seniority rights over the most junior employee in his/her current category of employment.
- b. An affected employee shall have seniority rights over the most junior employee in the next lower category for which he/she is qualified as per the following list: Head Bookkeeper; Supervising Secretary; Senior Principal Financial Clerk; Principal Financial Clerk; Secretary twelve (12) months; Secretary ten (10) months; Office Assistant twelve (12) months; Office Assistant ten (10) months.

17. REPRESENTATION FEE

17.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
- d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with this agreement.

17.2 Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with Paragraph 17.3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

17.3 Payroll Deduction Schedule - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

- a. In November; or

## APPENDIX "A"

SALARY GUIDE - 1981-82

<u>Pay Level</u>	<u>Supv. Sec.</u>	<u>Prin. Fin. Clerks</u>	<u>Sec. (12 Mo.)</u>	<u>Office Asst. (12 Mo.)</u>	<u>Sec. (10 Mo.)</u>	<u>Office Asst. (10 Mo.)</u>
1	10565	10200	9329	8105	7774	6754
2	10865	10600	9629	8405	8024	7004
3	11260	11000	9979	8755	8316	7296
4	11660	11466	10279	8955	8566	7463
5	12160	11866	10679	9455	8899	7879
6	12560	12266	11179	9955	9316	8296
7	12965	12942	11967	10655	9973	8879
8	13765	13712	12737	11391	10614	9493

SALARY GUIDE - 1982-83

<u>Pay Level</u>	<u>Supv. Sec.</u>	<u>Prin. Fin. Clerks</u>	<u>Sec. (12 Mo.)</u>	<u>Office Asst. (12 Mo.)</u>	<u>Sec. (10 Mo.)</u>	<u>Office Asst. (10 Mo.)</u>
1	11000	10900	9829	8605	8191	7171
2	11400	11000	10129	8905	8441	7421
3	11865	11300	10579	9305	8816	7754
4	12265	11700	10879	9655	9066	8046
5	12665	12166	11179	9855	9316	8213
6	13065	12566	11579	10355	9649	8629
7	13465	13066	12179	10955	10149	9129
8	14065	13866	12979	11755	10816	9821
9	14865	14666	13779	12555	11482	10462

- A. The employees filling the position of (\*) Senior Principal Financial Clerks will receive an additional \$400 above the stated amount on this range (1981-82: \$10600 to \$14112 and 1982-83: \$11300 to \$15066 ).
- B. The ten (10) month range is computed by 10/12 of the twelve (12) month range.
- C. The Employer shall be responsible to determine the placement of all new employees on the salary range.
- D. Ten (10) month employees are to work the five (5) working days just prior to September 1.
- E. A new employee shall be appointed for a three (3) month probationary period.

IN WITNESS WHEREOF, the parties have hereto set their hands this

21st day of September, 1981

FOR THE ASSOCIATION

FOR THE EMPLOYER

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Edna B. Murtha, President

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David A. Popp, President  
Board of Education  
Ewing Township, New Jersey

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Ann M. Vona, Secretary

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J. Bruce Morgan  
Business Administrator/Board Secretary  
Board of Education  
Ewing Township, New Jersey

## HOLIDAYS

## OFFICE PERSONNEL - 1981-82

July 3	Independence Day
September 7	Labor Day
November 11	Veterans' Day
November 12	N.J.E.A. Convention (A)
November 13	N.J.E.A. Convention (A)
November 26	Thanksgiving Day
November 27	Thanksgiving Recess
December 25	Christmas Day
January 1	New Year's Day
January 15	Martin Luther King, Jr.'s Birthday
February 12	Lincoln's Birthday
February 15	Presidents' Day
April 9	Good Friday
May 31	Memorial Day

(A) - EXTRA DAY OFF